

COUR INTERNATIONALE DE JUSTICE

MÉMOIRES, PLAIDOIRIES ET DOCUMENTS

AFFAIRE DU DÉTROIT
DE CORFOU

VOLUME II

Pièces de la procédure écrite (suite)

1950

INTERNATIONAL COURT OF JUSTICE

PLEADINGS, ORAL ARGUMENTS, DOCUMENTS

THE CORFU
CHANNEL CASE

VOLUME II

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THE CORFU CHANNEL CASE

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ARRÊTS DES 25 MARS, 9 AVRIL ET 15 DÉCEMBRE 1949

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8. — LETTRE DE L'AGENT ALBANAIS
AU GREFFIER DE LA COUR

Paris, le 29 juin 1949.

Monsieur le Greffier,

Conformément aux instructions reçues de mon Gouvernement, en référence à l'Ordonnance émise par la Cour internationale de Justice le 9 avril 1949 en l'affaire du Détroit de Corfou (C. I. J. Recueil 1949, p. 171), j'ai l'honneur de porter à votre connaissance ce qui suit :

Le Gouvernement de la République populaire d'Albanie considère que, conformément au compromis signé entre les agents de la République populaire d'Albanie et de la Grande-Bretagne le 25 mars 1948 et qui a été présenté à la Cour le même jour, la Cour devait examiner uniquement la question de savoir si l'Albanie était obligée ou non de payer les réparations des dommages causés aux navires de guerre britanniques dans l'incident du 22 octobre 1946 et le compromis ne prévoyait pas que la Cour aurait droit de fixer le montant des réparations et de demander en conséquence des informations à l'Albanie à ce sujet.

Veillez agréer, etc.

L'Agent du Gouvernement de la
République populaire d'Albanie,
(Signé) BEHAR SHTYLLA.

9. — AFFIDAVIT SIGNED BY THE DEPUTY-SECRETARY
OF THE BRITISH ADMIRALTY

DEPOSITED BY THE AGENT FOR THE UNITED KINGDOM
GOVERNMENT ON NOVEMBER 8th, 1949

In the matter of the Corfu Channel case before the International Court of Justice.

1. I, Richard Royle Powell, Companion of the Most Distinguished Order of St. Michael and St. George, at present serving as Deputy Secretary of the Admiralty, make oath and say as follows.

2. I have been asked:—

(A) What was the date of construction of H.M.S. *Saumarez* and the actual cost of building her?

(B) How was the estimate of £700,000, given in paragraph 13 of the Observations of the Government of the United Kingdom

dated the 28th July, 1949, as the replacement value of H.M.S. *Saumarez*, arrived at?

(C) What would be the cost of replacing H.M.S. *Saumarez* to-day (1949)?

(D) What would have been the market value of H.M.S. *Saumarez* in 1946?

3. My answers to these questions are as follows.

4. In answer to (A) the order to proceed with the construction of the destroyer leader afterwards named H.M.S. *Saumarez* was placed with Messrs. R. & W. Hawthorn Leslie & Co. Ltd., of Hebburn-on-Tyne on the 9th January, 1941: she was handed over after completion and received into the service of the Royal Navy on the 1st July, 1943.

5. The actual recorded cost of construction of the ship was £554,678 which, with the addition of £14,329 for interest at 2% on the growing capital outlay, and of an allowance of £21,359 for insurance cover for builder's and King's Enemy risks at the ordinary market rate over the period of construction, brings the total sum to £590,366.

6. In answer to (B) costs of shipbuilding in the United Kingdom were rising during the whole period from the commencement of construction of H.M.S. *Saumarez* in 1941 until the date on which she was lost, viz., October, 1946, and continued to rise thereafter. The average increase of cost of the building of comparable vessels between the period of construction of *Saumarez* (1941/43) and October, 1946, was approximately 30%.

7. The figure of £700,000 given in paragraph 13 of the Observations of the Government of the United Kingdom dated the 28th July, 1949, was reached by adding 30% to the figure of £554,678 quoted in paragraph 5, above, and reducing the resulting figure of £720,000 to a round one. It would have been justifiable, however, to have added an allowance of £14,500 for interest at 2% on the growing capital outlay and of £2,000 for insurance cover for builder's risks at the ordinary market rate. This, added to the £720,000 mentioned above, would have given £736,500.

8. In answer to (C) the cost to the Admiralty of the construction, at prices obtaining at the present day, of a ship similar to H.M.S. *Saumarez*, is estimated at £802,000, which with the addition of £16,500 for interest at 2% on the growing capital outlay, and of an allowance of £2,500 for insurance cover for builder's risks at the ordinary market rate, brings the total to £821,000.

9. In answer to (D) an Admiralty assessment of the market value of H.M.S. *Saumarez* could only be based on the premise that she were being sold to another Government.

10. The Admiralty have, in fact, sold a number of warships to foreign governments since the end of the Second World War. In calculating the price to be charged in such cases, the Admiralty have had regard to—

- (a) The current cost of building a comparable ship,
- (b) the period of useful life which the ship may be reckoned still to have,
- (c) the condition in which the ship may happen to be at the time of sale,
- (d) any special circumstances, political and otherwise, which might be relevant.

11. My comments on the above factors in respect of H.M.S. *Saumarez* are as follows.

12. As regards (a), I have shown above that the cost of building an identical ship in 1946 would have been £736,500. As regards (b), H.M.S. *Saumarez* was, before the incident of the 22nd October, 1946, as good as new. She had, it is true, received a certain amount of action damage during the war, but this had involved re-wiring and the incorporation of new parts, which enhanced her condition rather than the contrary. As regards (c), the ship was in excellent condition, and as a flotilla-leader, incorporated a number of refinements which would not normally be included in a ship of her class or age.

13. But it would be an underlying assumption of any such estimate of value that the transaction were one between a willing seller and a willing buyer. So far as the Admiralty is concerned, this assumption would mean that the ship sold was surplus to the requirements of the Government of the United Kingdom, and therefore would not require to be replaced by a comparable ship of new construction. H.M.S. *Saumarez* was not surplus to those requirements, the factors referred to in paragraphs (b), (c) and (d) above do not apply, and the Admiralty consider themselves justified in claiming, in compensation for her loss, the cost of building an identical ship at 1946 rates and prices.

(Signed) R. R. POWELL.

Sworn before me this seventh day of November, nineteen hundred and forty-nine.

(Signed) JOHN NEWTON,
Commissioner for Oaths.